

InforME User Agreement

You must sign and date this Agreement, and mail it to the address below. Your account cannot be activated until we receive your completed Service Agreement.

Information Resource of Maine
One Market Square, Suite 101
Augusta, ME 04330

IMPORTANT INFORMATION

You have selected a Bureau of Motor Vehicles service which is subject to the Driver's Privacy Protection Act (DPPA). Certain personal information contained in motor vehicle records (such as an individual's name, address, date of birth, or license number) may only be provided in compliance with the Maine Department of the Secretary of State's [DPPA Rules](#). If you require access to this personal information, and qualify under the Rules, you must sign and return the Affirmation Statement on this page along with your completed Service Agreement.

If you do not require access to personal information, you do not need to sign the Affirmation Statement. You will still be able to access Motor Vehicle Records, but personal information will be omitted.

TERMS OF SERVICE AGREEMENT

InforME Service Agreement

The Customer and InforME wish to contract for the provision of services from InforME to Customer as per the Terms and Conditions below. InforME provides on-line access, to a number of databases with related services. Customer wishes to use the services made available by InforME. InforME is a service created by the State of Maine with oversight by the InforME Board.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which InforME will provide services to Customer.
2. InforME reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion of any such service.
3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. InforME shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
 - a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by InforME in its sole discretion.

b) ID/Account Numbers: InforME will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations; InforME shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.

c) Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through InforME.

d) Termination of Subscription: UPON CEASING TO BE A SUBSCRIBER TO INFORME, customer AGREES to destroy or return to InforME, all originals and all copies of the network access software (the disk or disks) furnished to customer upon subscription to InforME, together with any amendments or modifications that may have been sent to customer or downloaded by customer during your subscription; AND TO ERASE from Customer's hard disk and any long-term storage medium residing on any computer or server or network onto which customer may have copied them, the programs and any amendments from any such disk or disks. Customer agrees to promptly certify the destruction or return of such programs or disks, in writing, if requested by InforME. Customer acknowledges that InforME may not have an adequate remedy at law for any breach of this clause which Customer may commit, and therefore, in addition to any other remedies which it may invoke, InforME may seek and obtain an injunction in court to enforce the provisions of this clause.

e) Acceptance of this agreement allows Customer a non-transferable END-USER License in the provided software. The software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may copy software on Customer's computer or computers at one location only. Software furnished is dedicated for Customer's use only. Customer may not rent or lease the software or separate component parts to anyone else. Customer may also store or install a copy of the software on a storage device, such as a network server, for customer's use only.

5. Payment

a) Invoices for all services rendered will be prepared by InforME and provided by InforME. Rates shall be in accordance with the current InforME rate schedule. Terms of invoice payment shall be net twenty (20) days.

b) In addition to the rates contained herein, Customer shall pay InforME for all sales, use, and excise taxes incurred by InforME in providing services to Customer.

c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

6. Limitation of Liability

a) The remedies set forth in this Agreement are exclusive and in no event shall InforME, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.

Terms and Conditions Continued

b) Customer agrees that InforME will not be liable for any claim or demand of any nature or kind whether asserted against InforME or against Customer by any third party, arising out of the services or materials provided or use of the same; Customer agrees to indemnify and hold InforME harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

c) InforME shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

d) No action or suit, regardless of form, other than an action for payments due InforME, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.

e) InforME, The InforME Board, New England Interactive, Maine State, County (etc.) and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on InforME shall at no time be liable for any errors in, or omissions from, information available on InforME.

7. Warranty

a) InforME makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While InforME and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.

b) Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through InforME.

8. Rate Changes

a) Rates are as set forth in Service Agreement and are established by the state governing authority of InforME in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.

b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

9. Limitations

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's ID/account numbers, use data received from or through InforME in any way except in full and complete compliance with all applicable laws.

10. Tradename/Trademark

Customer agrees that it will not use the trademark "InforME" or the names or means of identifying any of InforME's services in any fashion unless specifically authorized to do so in writing by InforME. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by InforME.

11. General Conditions

- a) **Waiver:** The waiver, modification, or failure to insist on any of these terms or conditions one or more times by InforME shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of InforME's right to performance of any such term or terms in the future.
- b) **Severability:** If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c) **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Maine as such laws are applied to contracts made and to be performed entirely in Maine, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Maine and in no other jurisdiction.
- d) **Assignment:** This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. InforME may assign this Agreement and/or the payments due to InforME without notice to or requirement for Customer's permission or approval.
- e) **Direct Debit (ACH) Option** shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.
- f) **Credit Card Option** shall mean that the billed amount is automatically charged monthly to the Customer's charge card.
- g) **Monthly Invoice/Check Option** shall mean that InforME bills Customer monthly; \$15.00 minimum monthly fee applies only if Customer has used less than \$15.00 but more than \$0.00, in combined services in that month.

12. InforME is managed by New England Interactive, Inc.

End Of Agreement

Revised 8/99

Signature

Printed Name and Title

Company Name

Date

Recent Changes to the Driver Privacy Protection Act

In 1994, Congress enacted the Driver Privacy Protection Act (DPPA) to protect the personal information contained on an individual's motor vehicle records. **Personal information** is information that identifies an individual, such as a name, address, telephone number, medical or disability information, photograph or digital image, and license or social security number. Information relating to motor vehicle accidents, driving violations, or a driver's license or motor vehicle registration status is deemed public information under the federal law. A **motor vehicle record** includes a driver's license, permit, motor vehicle title and registration and identification card.

In September 1997, the Department of the Secretary of State adopted rules that conformed with the requirements of the federal law. In particular, Maine motorists could request that their personal information not be released to sales and marketing organizations and the general public by completing an 'opt-out' form. By completing the form, an individual's personal information could not be released unless in connection with one of the enumerated exceptions under the law.

The DPPA does allow for the release of personal information from motor vehicle records if used in connection with vehicle safety, vehicle theft or emissions and for market research, product recalls and court proceedings. Those agencies with access to personal information for these purposes are: law enforcement agencies, insurance companies, motor vehicle dealers, businesses and employers to verify personal information for employment, towing companies to notify owners of towed vehicles, and private detective and security agencies.

During the 1999 session Congress amended the federal DPPA. Under this amendment, states cannot release personal information on motor vehicle records to sales and marketing organizations and the general public, unless an individual specifically agrees to the release by completing an 'opt-in' form. In this manner, an individual's personal information is automatically protected from release to sales and marketing organizations and the general public without having to take any action. The exceptions from 1997 listed above were not changed under this amendment and are still in effect.

Congress in its 1999 amendment did identify specific personal information it deemed sensitive personal information and provided additional protections under the exceptions. **Sensitive personal information** includes photographs, digital images, social security numbers, and medical and disability information. This information may only be released in specific circumstances to government agencies, courts, and law enforcement agencies; to insurance companies; to commercial vehicle employers; and for legal proceedings.

To comply with the recent amendment to the DPPA, the Bureau of Motor Vehicles has amended its rules under the Administrative Procedures Act, Department of the Secretary of State, 29 250A, Chapter 10. The new rules are effective on June 1, 2000.

DPPA SUMMARY

What is the Driver Privacy Protection Act?

The Driver Privacy Protection Act, also known as DPPA, is a federal law that requires state motor vehicle offices to limit the release of personal information on motor vehicle records. What is protected under the federal law is the following personal information contained in Bureau of Motor Vehicle records: an individual's name, address, telephone number, license and social security number, photograph or digital image, medical and disability information. A person's driving record is not protected. Records about companies and organizations are not protected under DPPA. The law applies only to motor vehicle records kept by the BMV, not to other sources of information.

Has Maine complied with the federal law?

Yes, Maine adopted administrative rules in 1997 to implement the DPPA requirements in this state. BMV has recently amended its rules to comply with the new changes in the federal law.

In particular, the federal law now requires that all personal information contained on motor vehicle records be considered private, unless a person specifically agrees to make the information public. This protection is available to Maine citizens without their taking any action. This is a change in the law, which previously required the individual to expressly request that their personal information be kept confidential, or to 'opt-out.' With the new federal requirements and the rules adopted by the BMV, a person must now 'opt-in' to allow their information to be released.

Maine has a Freedom of Access Law, how does the federal law impact this existing law?

While Maine's Freedom of Access law keeps most state records open for public inspection, DPPA is an exception to this law. The federal law says certain information may not be given out, but is silent on the release of other information not defined as personal information. Whereas the federal law does not address the privacy of non-personal information, the state law takes over and says we must provide access to that information.

Are there any exceptions when personal information is released under DPPA?

Yes, there are several agencies and organizations that may obtain personal information, regardless of the DPPA protections. Law enforcement agencies and federal and state government agencies may receive personal information from BMV records. However, personal information will not be released to any of the following individuals or agencies, unless they have filed an affirmation statement with the BMV asserting they are entitled to personal information under the DPPA.

- Organizations conducting vehicle recalls
- Insurance companies
- Businesses, in order to verify information already given by a person or to prevent fraud or to recover on a debt or lien
- Parties involved with a federal or state court case or arbitration, including attorneys
- Towing companies that tow abandoned or impounded vehicles
- An employer verifying information relating to a CDL

- Anyone with written permission of the person who's information they are requesting
- Private investigators acting for any purpose stated above

The federal law and administrative rules talk about 'sensitive personal information', what does this mean?

Sensitive personal information is defined as a person's photograph, digital image, social security number and medical and disability information. Federal law provides additional security for these items by limiting who can receive this information. In specific circumstances this information may be given to government agencies, courts and law enforcement agencies; to insurance companies; and to commercial vehicle employers. Sensitive personal information may also be released for use in connection with a legal proceeding. This is a more narrow exception and does not include all of the individuals or agencies that may complete an affirmation statement. Additional authorization will be required to obtain a person's photograph, digital image, social security number or medical and disability information.

29 DEPARTMENT OF THE SECRETARY OF STATE

250 BUREAU OF MOTOR VEHICLES

Chapter 10: RULES IMPLEMENTING THE FEDERAL DRIVER'S PRIVACY PROTECTION ACT

Summary: This rule establishes the procedure for the disclosure of personal information contained in motor vehicle records in accordance with state (29-A MRSA §256) and federal law (18 U.S.C. Chapter 123).

§1. Purpose.

The purpose of this rule is to implement the federal Driver's Privacy Protection Act of 1994 (Title 18 U.S.C. Chapter 123), as amended, relating to the disclosure of personal information contained in motor vehicle records.

§2. Definitions.

For the purpose of these rules the following definitions apply:

1. Bureau means the State of Maine, Department of the Secretary of State, Bureau of Motor Vehicles.
2. Disclose means to engage in any practice or conduct to make available and make known personal information contained in a motor vehicle record about an individual to any other person, organization or entity, by any means of communication.
3. Motor vehicle record means any record that pertains to a motor vehicle operator's or driver's license or permit, motor vehicle registration, motor vehicle title, or identification card issued by the Bureau.
4. Person means an individual, organization or entity, but does not include this state or an agency thereof.
5. Personal information means information that identifies an individual, including an individual's photograph or digital image, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's license or registration status.
6. Sensitive personal information means an individual's photograph, social security number, and medical and disability information from a motor vehicle record, but does not include information on vehicular accidents, driving violations and driver's license or registration status.

§3. Prohibition on disclosure of personal information from motor vehicle records.

Except as provided in Sections 4-7, the Bureau and any officer, employee, agent or contractor thereof shall not knowingly disclose or otherwise make available to any person personal information about any individual obtained by the Bureau in connection with a motor vehicle record.

§4. Mandatory disclosures.

Personal information must be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of nonowner records from the original owner records of motor vehicle manufacturers to carry out the purposes of the Federal Automobile Information Disclosure Act, 15 U.S.C. 1231 *et seq.*, the Motor Vehicle Information Cost Saving Act, 15 U.S.C. 1901 *et seq.*, the National Traffic and Motor Vehicle Safety Act of 1966, 15 U.S.C. 1381 *et seq.*, the Anti-Car Theft Act of 1992, 15 U.S.C. 2021 *et seq.*, and the Clear Air Act, 42 U.S.C. 7401 *et seq.*, as amended.

§5. Disclosure with written consent.

Personal information may be disclosed to any person, if the person demonstrates, in such form and manner as the Bureau prescribes, that the person has obtained the written consent of the individual to whom the

information pertains. Disclosure of personal information will be denied by the Bureau unless written consent was provided to the person requesting the information within the last 12 months.

§6. Disclosure by choice.

Federal law allows the disclosure of personal information to any person or organization, including sales and marketing organizations. An individual may authorize the Bureau to disclose this information by completing a separate form prescribed by the Bureau.

§7. Authorized disclosures. Unless prohibited by statute, personal information will be disclosed as follows:

1. Personal and sensitive personal information will be disclosed as follows:
 - A. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person acting on behalf of a government agency in carrying out its functions.
 - B. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of any court.
 - C. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors in connection with claims investigation activities, anti-fraud activities, rating or underwriting.
 - D. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1986 (49 U.S.C. App. 2710 *et seq.*).
2. Personal information, except for sensitive personal information unless the individual to whom the sensitive personal information pertains authorizes, in writing, disclosure of such information, will be disclosed as follows:
 - A. For use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles, motor vehicle parts and dealers, motor vehicle market activities, including survey research, and removal of nonowner records from the original owner records of motor vehicle manufacturers.
 - B. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - (1) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors, and
 - (2) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purpose of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - C. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
 - D. For use in providing notice to the owners of towed or impounded vehicles.
 - E. For use by a licensed private investigative agency or licensed security service for any purpose permitted by this rule.
 - F. For use in connection with the operation of private toll transportation facilities.
 - G. For any other use specifically authorized by law that is related to the operation of a motor vehicle or public safety.
3. Personal information will also be disclosed as follows:
 - A. For bulk distribution for surveys, marketing or solicitations if the Bureau has obtained the written consent of the individual to whom such personal information pertains.
 - B. For any other use in response to requests for individual motor vehicle records if the Bureau obtained the written consent of the individual to whom such personal information pertains.
 - C. For use by any requestor, if the requestor demonstrates it has obtained the written consent of the individual to whom the information pertains.

§8. Resale or redisclosure of personal information

1. Unlimited Resale and Redisclosure. A recipient of personal information pertaining to an individual, who has authorized disclosure pursuant to Section 6, may resell or redisclose personal information for any purpose.

2. Limit on Resale and Redisclosure. Except as otherwise provided in this Section, a recipient of personal information under Sections 4 and 7 may resell or redisclose personal information only for a use permitted under Sections 4 and 7.
 3. Records and Inspection. A recipient of personal information under Sections 4 and 7, other than a recipient under Section 7(3)(B), who resells or rediscloses personal information must keep for a period of five years records identifying each person who receives that information and the permitted purpose for which the information will be used and must make such records available to the Bureau or another person or state agency designated by the Bureau upon request.
- §9. Conditions prior to disclosure of personal information.
The Bureau may, prior to the disclosure of personal information, require persons requesting such information to provide periodically assurances concerning identity and intended use of such information.
- §10. Fees.
All applicable costs and fees must be paid prior to the disclosure of personal information.
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There will be no fiscal impact to municipalities resulting from the adoption of these rules.

STATUTORY AUTHORITY: 29-A MRSA §153

EFFECTIVE DATE:

September 15, 1997

AMENDED:

June 1, 2000

STATE OF MAINE
Bureau of Motor Vehicles

AFFIRMATION STATEMENT
For Access to Motor Vehicle Record Information

As an individual, or an authorized agent of a company, requesting Maine Bureau of Motor Vehicle (BMV) driver or vehicle records through batch, interactive or other processes, I hereby certify on a continuing basis that I am qualified under the Rules of the Department of the Secretary of State 29-250 Chapter 10, which implements the Driver's Privacy Protection Act (DPPA), to request "personal information" from the BMV.

If an authorized agent of a company, I further certify on a continuing basis that I have made those personnel from our company who will be handling, requesting or disseminating such records from the BMV (or will in the future make any new persons who will be handling, requesting or disseminating such records from the BMV) familiar with the provisions of Chapter 10 and that all of them agree (or for future personnel, will at that time agree) to abide by its provisions as a condition of the company being granted access to such information.

I further certify that I will use, or ensure the use, of the personal information only for the purposes permitted under Chapter 10 and will safeguard all personal information received from the BMV and not disseminate or allow the personal information to be disseminated except as specifically authorized by Chapter 10.

I understand that access to or use of personal information obtained by me, or others under my authorization, which is not used in accordance with Chapter 10 may result in penalties imposed against me for any violation of the DPPA.

SIGNATURE: _____
(Signature of individual or the authorized agent of a company)

PRINTED NAME
AND TITLE: _____

COMPANY
NAME: _____

ADDRESS
AND PHONE: _____

DATE: _____